

REMARKS

Claims 1-21 and 34-37 were pending in this application when the present Office Action was mailed (June 19, 2006). In this response, claims 1, 6, 11, 14, 16, and 19 have been amended, claims 34-37 have been canceled, and claims 38-41 have been added. Accordingly, claims 1-21 and 38-41 are currently pending.

In the June 19, 2006 Office Action, all of the pending claims were rejected. More specifically, the status of the application in light of the Office Action is as follows:

(A) Claims 1-21 and 34-37 stand rejected under 35 U.S.C. § 112, second paragraph, as being allegedly indefinite; and

(B) Claims 1-21 and 34-37 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over "Polytechnic University, Notebook Computer Lease Agreement, Fall 2000" (the "the Lease Agreement reference") in view of "Leasing software: A familiar tool gains new life" ("the Leasing Software reference").

As a preliminary matter, the undersigned attorney wishes to thank the Examiner for engaging in a telephone interview on October 10, 2006. During the telephone interview, the Examiner and the undersigned attorney discussed the claimed subject matter and the teachings of the cited references. The following remarks reflect and expand upon the points discussed during the October 10 telephone interview. As such, the applicant respectfully requests that this response also constitutes the applicant's Interview Summary. If the Examiner notices any deficiencies in this regard, the Examiner is encouraged to contact the undersigned attorney.

A. **Response to the Section 112 Rejection**

Claims 1-21 and 34-37 stand rejected under 35 U.S.C. § 112, second paragraph, as being allegedly indefinite. Without commenting on or conceding the merits of the Examiner's position, claims 34-37 have been canceled. Thus, the Section 112, second paragraph, rejections of claims 34-37 are now moot. Independent claims 1, 11, 16, and 19 have been amended as suggested by the Examiner, and claims 2-10, 12-15, 17, 18, 20, and 21 depend from claims 1, 11, 16, or 19. Accordingly, the Section 112, second paragraph, rejections of claims 1-21 should be withdrawn.

B. Response to the Section 103(a) Rejection

Claims 1-21 and 34-37 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over the Lease Agreement reference in view of the Leasing Software reference. Without commenting on or conceding the merits of the Examiner's position, claims 34-37 have been canceled in this response. Thus, the Section 103 rejection of these claims is now moot. The following remarks address the Section 103 rejection of claims 1-21.

Independent claims 1, 11, 16, and 19 have been amended to further clarify the claimed subject matter. For example, claim 1 has been amended to include "ceasing to pay the vendor the periodic vendor payment in response to the computer equipment being received back from the customer." For the reasons discussed below, the combined teachings of the Lease Agreement reference and the Leasing Software reference do not support a Section 103 rejection of these claims. Accordingly, the Section 103 rejection of claims 1-21 should be withdrawn.

Claim 1 is directed toward a method in a computer system for providing computer equipment to a customer. The method includes updating a database to indicate a lease of at least one computer component from a component vendor, the lease providing for an assembler to receive the leased at least one computer component from the vendor and pay the vendor a periodic vendor payment. The method also includes receiving an indication of an available piece of the computer equipment that is assembled by the assembler with the leased computer component. The method further includes updating a database to indicate a lease of the assembled computer equipment from the assembler to the customer in return for a payment from the customer corresponding at least in part to a length of time the customer leases the computer equipment. The method further includes receiving an indication from the customer that the lease is voluntarily terminated after an arbitrary, customer-selected time period has elapsed, without incurring a penalty to the customer, and updating the database to indicate that the computer equipment is received back from the customer. The method further includes ceasing to pay the vendor the periodic vendor payment in response to the computer equipment being received back from the customer.

The Lease Agreement reference discloses terms and conditions for students of the University to lease computers from the University. The terms include the following provision:

"[f]ailure to enter into the notebook computer lease could have an adverse effect on your academic standing, as use of the notebook computer is essential to successful academic participation at the University." After a student graduates from the University and makes the final lease payment, the student has the option of purchasing the notebook computer from the University for one dollar. If a student prematurely departs from the University, the student must immediately return the notebook computer to the Help Desk.

The Leasing Software reference discloses that some software vendors have started to lease, rather than sell, software to end users because of the high cost for today's software. The end user can set up a leasing agreement with a software vendor to receive the software without paying an upfront cost. The end user then pays a monthly payment to the software vendor.

The combined teachings of the Lease Agreement reference and the Leasing Software reference do not support a Section 103(a) rejection of claim 1 because the combined teachings fail to teach or suggest several features of claim 1. For example, neither the Leasing Agreement reference nor the Leasing Software reference teach or suggest "ceasing to pay the vendor [of a computer component] the periodic vendor payment in response to the computer equipment being received back from the customer." Instead, the Lease Agreement reference discloses leasing assembled computers to students. However, nowhere does the Lease Agreement references teach or suggest leasing at least one computer component from a component vendor for installing in the assembled computers, and then ceasing to pay the vendor in response to the computer equipment being received back from the students. Even though the Leasing Software reference discloses that a computer equipment vendor can lease software from a software vendor, the Leasing Software reference does not disclose that the computer equipment vendor can cease to pay the software vendor for the software in response to an end user returning the computer equipment to the computer equipment vendor. On the contrary, the Leasing Software reference discloses having the end user assume all the responsibility for the software lease when the end user acquires a piece of computer equipment having the leased software installed. Assuming, for the sake of argument, that the computer equipment vendor corresponds, at least in part, to the assembler of claim 1, the Leasing Software reference is silent on terminating the lease or returning the computer equipment and provides no suggestion for "ceasing to pay the vendor the

periodic vendor payment in response to the computer equipment being received back from the customer." As a result, the combined teachings of the Lease Agreement reference and the Leasing Software reference fail to teach or suggest each and every feature of claim 1 and thus do not support a *prima facie* case of obviousness of claim 1.

Claims 2-10 depend from claim 1 and contain additional features. As a result, the combined teachings of the Lease Agreement reference and the Leasing Software reference do not support a *prima facie* case of obviousness of these claims for the reasons discussed above and for the additional features of these claims.

Claims 11, 16, and 19 have been amended to contain subject matter that is generally similar to that of claim 1. Claims 12-15, 17, 18, 20, and 21 depend from claims 11, 16, or 19. As a result, the combined teachings of the Lease Agreement reference and the Leasing Software reference do not support a *prima facie* case of obviousness of these claims for the reasons discussed above and for the additional features of these claims. Accordingly, the Section 103(a) rejections of claims 1-21 should be withdrawn.

C. Newly Added Claims

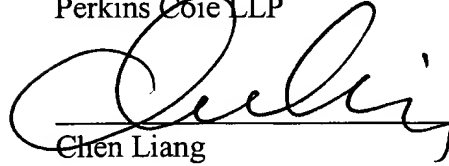
Claims 38-41 have been added in this response. These claims are patentable over the cited references because these claims depend from claims 1, 11, 16, or 19, and also because these claims contain additional features.

D. Conclusion

In view of the foregoing, the claims pending in the application comply with the requirements of 35 U.S.C. § 112 and patentably define over the applied art. A Notice of Allowance is, therefore, respectfully requested. If the Examiner has any questions or believes a telephone conference would expedite prosecution of this application, the Examiner is encouraged to call the undersigned representative at (206) 359-6038.

Respectfully submitted,

Perkins Coie LLP

A handwritten signature in black ink, appearing to read 'Chen Liang', is written over a horizontal line.

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